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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Interworks Unlimited, Inc., a California ) **Case No. 2:17-cv-4983 AB TJH KSx)**  
corporation, )

Plaintiff,  
v.

Digital Gadgets, LLC., a New Jersey  
limited liability company,

Defendant.

) **PLAINTIFF/COUNTER**  
) **DEFENDANT INTERWORKS**  
) **UNLIMITED, INC.'S NOTICE OF**  
) **MOTION AND MOTION FOR**  
) **SUMMARY JUDGMENT, OR IN**  
) **THE ALTERNATIVE FOR**  
) **SUMMARY ADJUDICATION OF**  
) **CLAIMS**

Digital Gadgets, LLC., a New Jersey  
limited liability company,

Counterclaimant,

v.

Interworks Unlimited, Inc., a California  
corporation,

Counter-defendant

) Date: December 17, 2018  
) Time: UNDER SUBMISSION  
) Courtroom: 9B

1 TO ALL PARTIES AND/OR THEIR ATTORNEYS OF RECORD:

2 NOTICE IS HEREBY GIVEN THAT on the above referenced date, time  
 3 and Courtroom located at the above entitled Court located at 350 W. 1st Street, Los  
 4 Angeles, California 90012, Plaintiff/Counter Defendant Interworks Unlimited, Inc.  
 5 ("Plaintiff") will and hereby does move the Court for summary judgment or, in the  
 6 alternative, for summary adjudication of the claims set forth in its Complaint and  
 7 in the Counterclaim filed by Defendant/Counterclaimant Digital Gadgets, LLC.  
 8 ("Defendant"). The basis for the motion is that there are no genuine issue as to the  
 9 following material facts: (1) Plaintiff and Defendant entered into a contract for the  
 10 sale and purchase of \$1,792,890.00 worth of hoverboards; (2) Plaintiff delivered  
 11 the hoverboards; (3) the Defendant accepted the merchandise; (4) Defendant never  
 12 rejected the hoverboards; (5) Defendant never revoked acceptance; (6) Defendant  
 13 retained the hoverboards; (7) Defendant sold the hoverboards through a third party;  
 14 (8) Defendant never gave the Plaintiff the required statutory notice for any  
 15 defective or nonconforming merchandise; (9) Defendant never provided any  
 16 evidence that it suffered any damages as a result of any breach or nonconforming  
 17 hoverboards; (10) there was never any exclusivity agreement between the Plaintiff  
 18 and Defendant; (11) even if there was, it was never in writing; (12) there is no  
 19 evidence of any claims being filed against the Defendant in connection with the  
 20 hoverboards; (13) Defendant waived any alleged fraud by keeping the hoverboards  
 21 after discovery of an alleged nonconformity; (14) Defendant has only paid the  
 22 Plaintiff \$765,310.00 and (15) Defendant is, thus, indebted to Plaintiff for  
 23 \$1,027,580.00;

24 Thus, the Plaintiff is entitled to judgment or, alternatively, an adjudication of  
 25 claims, as a matter of law on the Complaint and the Counterclaim;

26 This motion is based upon this Notice of Motion and Motion, the  
 27 accompanying Memorandum of Points and Authorities, the Statement of  
 28 Uncontroverted Facts and Conclusion of Law, the Exhibits and Evidence in

1 Support of Motion for Summary Judgment, the Declarations of Eric Lu and Roger  
2 C. Hsu, all pleadings and papers on file in this action, and, if applicable, upon such  
3 other matters as may be presented to the Court at the time of any related hearing.

4 This motion is made following the conference of counsel pursuant to L.R.  
5 7-3 which took place on November 2, 2018.

6  
7 Date: November 12, 2018

By: /s/ Joseph M. Liu, Esq..  
Joseph M. Liu, Esq.  
Attorneys for Plaintiff/Counter  
Defendant Interworks  
Unlimited, Inc.